REMARKS

Status of the Claims

- Claims 1-4, 6-8, 10-15, 17-20, 22-27, 29-31, 33-38, 40-43 and 45-46 are pending in the Application.
- Claims 1-4, 6-8, 10-20, 22-27, 29-31, 33-38, 40-43 and 45-46 are rejected by Examiner.
- Claims 11, 14, 34 and 37 are amended by Applicants.

Telephone Interview

Applicants thank the Examiner for granting a telephone interview on October 5, 2005. During that interview differences between Downs et al. and Claim 1 were discussed. It was agreed that there are substantial differences. Claim amendments were discussed to the extent that they were responsive to the specific rejections of the latest Office Action. The Examiner agreed to reconsider the claims in light of the argument and amendments.

Claim Rejections Pursuant to 35 U.S.C. §103

Claims 1-4, 6-8, 10-13, 24-27, 29-31 and 33-36 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent No. 6,574,609 to Downs et al. in view of U.S. Patent No. 6,832,319 to Bell et al. Applicants respectfully traverse the rejection because the structure of the prior art reference as well as the order of events are distinct from the recited claims.

The Examiner has cited col. 22, lines 17-60 of Downs et al. which teaches only part of the full Downes et al. overall licensing flow. Applicants submit that the entire Downes et al. licensing flow is relevant, not just a select portion. The licensing flow portion stated in col. 22 lines 17-60 describes how the Content Provider(s) encrypts the Content using an encryption symmetric key locally generated, and encrypts the Symmetric Key using the Clearinghouse's public key. The Content Provider(s) creates a Content Secure Containers [SC(s)] around the encrypted Content, and a Metadata SC(s) around the encrypted Symmetric

Key, Store Usage Conditions, and other Content associated information. (Col. 22 lines 17-25 and Figure 6).

After the completion of the Content-purchase transaction between the End-User Device(s) and the Electronic Digital Content Store(s), the Electronic Digital Content Store(s) creates and transfers to the End-User Device(s) a Transaction SC(s). The Transaction SC(s) includes a unique Transaction ID, the purchaser's name, the Public Key of the End-User Device(s), and the Offer SC(s) associated with the purchased Content. (Col. 22, lines 45-53).

Accordingly, the above process describes how Downs et al. generates a secure container (SC), called a Transaction SC, which contains an identifier, the purchasers name, a public key and an offer SC associated with the purchased content. However, at this point in the Downs et al. process, neither a digital content nor a digital license has actually been transferred. The process continues at col. 22 line 60 by stating that upon reception of the Transaction SC(s) (and the Offer SC(s) included in it), the End-User Player Application running on End-User Device(s) solicits license authorization from the Clearinghouse(s) by means of an Order SC(s). (Col. 22, lines 60-64).

At col. 23 line 5, Downs et al. further teaches that upon reception of the Order SC(s) from the End-User Device(s), the Clearinghouse(s) verifies multiple parameters. If the verifications are successful, the Clearinghouse(s) decrypts the Symmetric Key and the Transaction Data, (from the Order SC), and *builds and transfers the License SC(s) to the End-User Device(s)*. The License SC(s) carries the Symmetric Key and the Transaction Data, both encrypted using the Public Key of the End-User Device(s). *After receiving the License SC(s), the End-User Device(s) decrypts the Symmetric Key and the Transaction Data previously received from the Clearinghouse(s) and requests the Content SC(s) from a Content Hosting Site(s). Upon arrival of the Content SC(s), the End-User Device(s) decrypts the Content using the Symmetric Key*, and passes the Content and the Transaction Data to the other layers for license watermarking, copy/play coding, scrambling, and further Content 113 processing as described previously for FIG. 5. (Col 23, lines 5-46.)

Applicants submit that there are many structural differences between Downs et al. and Claim 1. For instance, Claim 1 recites no transfer secure container (SC), which is necessary in Downs et al. to prompt the end user application to solicit, using an order SC, a license from a clearing house. Without the transfer SC in Downs et al, the end user application would not

generate an order SC to solicit a license from a Clearing house. Claim 1 recites no such limitation.

Additionally, after the clearing house of Downs et al. receives the order SC and performs verifications, the clearing house transfers a symmetric key to the end user device along with a license SC (col. 33 lines 22-28). Downs et al. specifically states in col. 23, line 36 that *after* receiving the license SC, the end user decrypts the symmetric keys, acquired with the license, and then requests the content SC from a content hosting site (col. 23 lines 36-40). Then, upon arrival of the content SC by the user device, the end user device can use the symmetric key, acquired along with the license, to pass the content SC and transaction data to other software layers for further content processing (col. 23 lines 40-46).

Applicants note that the symmetric key acquired by the license SC in Downs et al. is used by the end user to process the content. However, Claim 1 recites, in pertinent part:

> ...wherein the content is encrypted and decryptable according to a content key and wherein *the license includes the content key encrypted into a form un-decryptable by the device*, the composing of the sub-license comprising re-encrypting the content key into a form that is decryptable by the device and placing the re-encrypted content key in the sub-license...

Thus, the teaching of Downs et al. is incompatible with the recitation of Claim 1 because Claim 1 provides that the license include a content key which is undecryptable by the device. Downs et al., in direct contradiction to Claim 1, teaches that the symmetric key is decryptable by the end user device. Downs et al. does not teach a sub-license comprising re-encrypting the content key into a form that is decryptable by the device and placing the re-encrypted content key in the sub-license. In fact, in contrast to Claim 1, Downs et al. teaches using the symmetric key directly to process the content in the end user device (col. 23 lines 40-43). Downs et al. simply does not teach that the symmetric key is undecryptable by the device as recited in Claim 1. Applicants submit that this is an explicitly claimed structural difference between Claim 1 and Downs et al. Accordingly, Downs et al. teaches away from the recitation of Claim 1 because Downs et al. simply does not teach providing a license that includes a content key which is undecryptable by the device. Applicants submit that this structural difference clearly distinguishes Claim 1 from Downs et al.

In addition, Claim 1 recites that the composed sub-license is transferred to the device *after* transferring the content to the device. Downs et al. teaches that licensing information is

obtained *before* downloading content to an end user (col. 23 lines 36-40). Applicants submit that Downs et al. does not teach that a license having a content key that is undecryptable by the device and a sublicense having a content key which is decryptable by the device are transferred to the device *after* transferring content to the device. Thus, Claim 1 and Downs et al. differ not only in explicit structure as mentioned above, but also in the specific order of events.

Applicants note that Downs et al. is very specific concerning the order of events. Specifically, in col. 23 lines 36-46, Downs et al. states that the license SC are received *before* requesting the content SC. Applicants cannot find any indication in Downs et al. that this order of events may be reversed or is merely a design choice. Applicants submit that if the end user of Downs et al. were to request a content SC without first receiving a license SC, then the process of Downs et al. would prohibit receiving the content. This prohibition would persist until the order of events comported with the Downs et al. requirement that a license SC be received by the user *before* a content SC is received from the content hosting site. Therefore, the order of events in Downs et al is not arbitrary, but is a fixed and key feature of Downs et al.

Accordingly, Applicants submit that Downs et al. teaches away from the recitation of Claim 1 for two reasons; first because Downs et al. teaches that the license symmetric key is decryptable by the end user device and Claim 1 recites that the license includes the content key which is undecryptable by the device and second because Downs et al teaches that a *license SC be received before* a content SC is received and Claim 1 recites, among other things, that *content is transferred before* obtaining a digital license.

In addition, Downs et al. is silent on placing indexing information in the sub-license identifying a secret to the device that the device employs to decrypt the encrypted content. (Office Action paragraph 4).

Bell et al. teaches a system and method for enabling broadcast programs to be copied once only by consumer recorders. The method includes writing a unique media identification on each blank disk to which content is to copied in a read-only area of the disk before it is initially recorded. Also, a one-way key management media key block is written to the disk. A content key is derived by combining a media key, derived from the media key block, with the media identification. Additionally, to facilitate copying the content one time only, an

exchange key is established between the recorder and a sender such as a satellite receiver or a disk player that is associated with the recorder, and the exchange key is modified with special numbers representing control commands including copy once and copy no more. The exchange key is then encrypted using the content key and then hashed with a nonce to render a bus content key. The bus content key is then used to encrypt the data for copying the data to a disk. (Abstract).

However, Bell does not teach that a the content is encrypted and decryptable according to a content key, wherein *the license includes the content key encrypted into a form un-decryptable by the device*, the composing of the sub-license comprising re-encrypting the content key into a form that is decryptable by the device and placing the re-encrypted content key in the sub-license as recited in Claim 1. Also, Bell does not teach, among other things, that a composed sub-license is transferred to the device after transferring the content to the device. Therefore, Bell et al. does not cure the multiple deficiencies of Downs et al.

Applicants respectfully submit that the Examiner has failed to establish a prima facie case of obviousness per 35 U.S.C §103(a) (See MPEP 706.02(j)). Applicants note that neither Downs et al. nor Bell et al., either alone or in combination, teach or suggest the invention recited in Claim 1 because all elements are not present in the references. Additionally, as discussed above, Downs et al. teaches away from the present invention and therefore cannot be rationally combined with Bell et al. to arrive at the invention recited in amended Claim 1. Accordingly, the combination of Downs et al. and Bell et al. cannot render obvious amended independent Claim 1.

Similarly, in as much as independent Claim 24 and amended Claims 11 and 34 share the element that the license includes the content key encrypted into a form undecryptable by the device and a sublicense that includes a re-encrypted content key that is decryptable by the device, then Applicants respectfully submit that Claims 1, 11, 24 and 34 and their respective dependent claims patentably define over the cited art for at least the reasons provided above. Therefore, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejection of Claims 1-4, 6-8, 10-13, 24-27, 29-31 and 33-36.

Claims 14, 15, 17-20, 22, 23, 37, 38, 40-43, 45 and 46 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent No. 6,681,017 to Matias et al. in view of U.S. Patent No. 6,832,319 to Bell et al. Applicants respectfully traverse the rejection.

Matias et al. teaches a number of protocols for providing simplified security for a series of low-cost transactions carried out between a client and a server within an on-going client-server relationship. A key establishment protocol is used to generate a shared key which will be used by the client and server for the series of transactions. The client generates the shared key as a function of a client identifier, a server identifier and secret client information, encrypts the shared key using a public key of the server, and sends the encrypted shared key to the server. The server responds by incorporating server information into a response which is encrypted using the shared key and sent to the client. The client decrypts the response, verifies that the server has accepted the shared key, and then sends additional client information, such as a credit card number, to the server, using the shared key for encryption. (Abstract). Notably, Matias et al is silent on the use of digital licenses for rendering digital content on a device.

As noted above, Bell et al. teaches a system and method for enabling broadcast programs to be copied once only by consumer recorders includes writing a unique media identification on each blank disk to which content is to copied in a read-only area of the disk before it is initially recorded. Notably, Bell et al is also silent on the use of digital licenses for rendering digital content on a device.

Applicants have amended independent claims 14 and 37 to explicitly include in the claim body that which the preamble recites concerning a digital license. Independent Claims 14, 19, 37 and 42 now explicitly recite subject matter having elements which include the rendering of digital content via the use of a digital license. Applicants respectfully submit that the Examiner has failed to establish a prima facie case of obviousness per 35 U.S.C §103(a) (See MPEP 706.02(j)) because all elements are not present in the references. Applicants note that neither Matias et al. nor Bell et al., either alone or in combination, explicitly teach or suggest the rendering of digital content using a digital license as recited in amended independent Claim 14, independent Claim 19, amended independent Claim 37 and independent Claim 42. Therefore, Matias et al.

cannot be combined with Bell et al. to render obvious the invention of Claims 14, 19, 37 or 42.

Applicants respectfully submit that Claims 14, 19, 37 and 42 and their respective dependent claims patentably define over the cited art for at least the reason provided above. Therefore, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejection of Claims 14, 15, 17-20, 22, 23, 37, 38, 40-43, 45 and 46.

Conclusion

In view of the above remarks, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejections and request reconsideration because the pending claims patentably define over the cited art. Applicants respectfully solicit a Notice of Allowance for all pending claims.

Respectfully Submitted,

Date: October 6, 2005

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